

COLE SCHOTZ P.C.

Michael D. Sirota, Esq. (NJ Bar No. 014321986)
Warren A. Usatine, Esq. (NJ Bar No. 025881995)
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
(201) 489-3000
msirota@coleschotz.com
wusatine@coleschotz.com

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
Christine A. Okike, P.C. (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
(212) 446-4800
jsussberg@kirkland.com
christine.okike@kirkland.com

Attorneys for Debtors and Debtors in Possession

HAYNES AND BOONE, LLP

Richard S. Kanowitz, Esq. (NJ Bar No. 047911992)
Matthew T. Ferris, Esq. (admitted *pro hac vice*)
30 Rockefeller Plaza, 26th Floor
New York, New York 10112
(212) 659-7300
richard.kanowitz@haynesboone.com
matt.ferris@haynesboone.com

Attorneys for Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

BLOCKFI INC., *et al.*,
Debtors.¹

Chapter 11

Case No. 22-19361 (MBK)

(Jointly Administered)

**APPLICATION FOR ORDER SHORTENING TIME
FOR NOTICE OF DEBTORS' MOTIONS FOR ENTRY OF ORDERS
(I) APPROVING THE DEBTORS' SETTLEMENT AGREEMENT WITH
DIGISTAR NORWAY AS, NESSIM-SARIEL GAON, AND FIORENZO
MANGANIELLO AND (II) AUTHORIZING THE DEBTORS TO FILE
UNDER SEAL EXHIBIT A TO THE SETTLEMENT AGREEMENT**

TO: THE HONORABLE CHIEF JUDGE MICHAEL B. KAPLAN
UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY

BlockFi Inc. and its debtor affiliates (collectively, "BlockFi" or the "Debtors"), as debtors
and debtors-in-possession in the above-referenced chapter 11 cases (the "Chapter 11 Cases"), by

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BlockFi Inc. (0015); BlockFi Trading LLC (2487); BlockFi Lending LLC (5017); BlockFi Wallet LLC (3231); BlockFi Ventures LLC (9937); BlockFi International Ltd. (N/A); BlockFi Investment Products LLC (2422); BlockFi Services, Inc. (5965) and BlockFi Lending II LLC (0154). The location of the Debtors' service address is 100 Horizon Center Blvd., 1st and 2nd Floors, Hamilton, NJ 08691.

and through their undersigned counsel, request that the time period to notice a hearing on (1) *Debtors' Motion for Entry of an Order (I) Authorizing and Approving the Terms of the Debtors' Settlement with Digistar Norway AS, Nessim-Sariel Gaon, and Fiorenzo Manganiello; (II) Approving Blockfi Lending's Assignment to G75 Capital of All of Blockfi Lending's Rights, Title and Interest in and to the Digistar Norway Transaction Documents Free and Clear of All Claims, Liens, Rights, Interests and Encumbrances; (III) Authorizing Blockfi Lending to Enter Into the Assignment Agreement; and (IV) Granting Related Relief* (the "Assignment Motion")² and (2) *Debtors' Motion to File Under Seal Exhibit A to the Debtors' Motion for Entry of an Order (I) Authorizing and Approving the Terms of the Debtors' Settlement with Digistar Norway AS, Nessim-Sariel Gaon, and Fiorenzo Manganiello; (II) Approving Blockfi Lending's Assignment to G75 Capital of All of Blockfi Lending's Rights, Title and Interest in and to the Digistar Norway Transaction Documents Free and Clear of All Claims, Liens, Rights, Interests and Encumbrances; (III) Authorizing Blockfi Lending to Enter Into the Assignment Agreement; and (IV) Granting Related Relief* (the "Sealing Motion") as required by FED. R. BANKR. P. 2002 be shortened pursuant to FED. R. BANKR. P. 9006(c)(1), for the reason(s) set forth below:

1. Contemporaneously herewith, the Debtors filed the Assignment Motion and the Sealing Motion. The Assignment Motion seeks entry of an order, among other things, (i) approving the Assignment Agreement and (ii) authorizing BlockFi Lending to assign its interest in the Digistar Loan and related Transaction Documents to the Assignee free and clear of all Encumbrances, if any. The Sealing Motion requests to seal the Assignment Agreement, which is filed as Exhibit A to the Assignment Motion, in order to protect BlockFi Lending's confidential settlement information.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Assignment Motion.

2. The Debtors are seeking to enter into and consummate the settlement embodied in the Assignment Agreement as soon as possible in order to maximize the benefit for the Debtors, their estates, and stakeholders. Accordingly, the Debtors respectfully request that the Court enter the proposed order (the “Order”) attached hereto as **Exhibit A**, scheduling a hearing on both the Assignment Motion and the Sealing Motion on **October 10, 2023, at 11:00 a.m. (ET)**.

3. The Debtors believe that shortened notice of the Assignment and Sealing Motions as requested herein is necessary and appropriate. Shortened notice is necessary to adhere to the deadlines and close the transactions contemplated within the Assignment Agreement on the terms agreed to by the Parties. Additionally, the parties have agreed to pause the Adversary Proceeding and Norway Proceedings pending approval of the Assignment Agreement, and any delay in the approval of the Assignment Agreement may unnecessarily prolong those proceedings.

4. Finally, the notice of the Assignment Motion is consistent with the notice provisions approved by the Court in the *Order Granting Debtors’ Motion for Entry of an Order (I) Authorizing the Debtors to Continue Servicing and Administration Activities in the Ordinary Course of Business with Respect to the Debtors’ Institutional Loan Portfolio and Granting Related Relief and (II) Authorizing and Establishing Procedures Regarding the Restructuring, Settlement, or Other Modifications of Institutional Loans and Loan Obligations* [Docket No. 299] (the “Institutional Loan Procedures Order”). Specifically, the Institutional Loan Procedures Order requires the Debtors to provide seven (7) days’ notice of a proposed settlement to specified Notice Parties (defined therein) for settlements of institutional loans of comparable size to the Digistar Loan. *See* Institutional Loan Procedures Order ¶ 7c. The Debtors are providing at least as much, if not more, notice of the Assignment Agreement than would be required under the Institutional Loan Procedures Order.

5. A shortened notice period will not prejudice any parties and is not prohibited under FED. R. BANKR. P. 9006(c)(1).

WHEREFORE, for all of the foregoing reasons, the Debtors respectfully request entry of the Order shortening the notice period for the Assignment Motion and the Sealing Motion, and for such other and further relief as the Court may deem just and appropriate.

Respectfully Submitted,

Dated: October 2, 2023

/s/ Michael D. Sirota

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